Express Mail Label No. EL705960613US Attorney Docket No. 1662-27100 Client Docket No. P00-2945

#### **DECLARATION**

# SOLE/JOINT INVENTOR ORIGINAL/SUBSTITUTE/CIP

PRIORITY CLAIMED

UNDER 35 USC 119

As a below named inventor, I hereby declare that: my residence, post office address, and citizenship are as stated below next to my name. I believe I am the original, first, and sole inventor (if only one name is listed below) or a joint inventor (if plural inventors are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled: "A STANDARDIZED RF MODULE INSERT FOR A PORTABLE ELECTRONIC PROCESSING DEVICE"; as described in the specification attached.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above; that I do not know and do not believe the same was ever known or used in the United States of America before my or our invention thereof, or patented or described in any printed publication In any country before my or our invention thereof or more than one year prior to this application; that the invention has not been patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on an application filed by me or my legal representative or assigns more than twelve months prior to this application; and that I acknowledge the duty to disclose information of which I am aware which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations § 1.56(a). Such information is material when it is not cumulative to information already of record or being made of record in the application, and

(1) it establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or

APPLICATION NUMBER

- (2) it refutes, or is inconsistent with, a position the applicant has taken or may take In:
  - (i) opposing an argument of unpatentability relied on by the Office, or

(ii) asserting an argument of patentability.

COUNTRY

I hereby claim foreign priority benefits under Title 35, United States Code § 119 of any foreign application(s) for patent or inventor's certificates listed below and have also identified below any foreign application(s) having a filing date before that of the application(s) on which priority is claimed:

I hereby claim the benefit under Title 35 United States Code § 120 of any United States application(s) listed below and, insofar as any subject matter of any claim of this application is not disclosed in the prior United States Application, I acknowledge the duty to disclose material Information as defined in Title 37, Code of Federal Regulations § 1.56(a) which occurred between the filing date of the prior application and the national PCT international filing date of this

DATE OF FILING

hereby declare that all statements made herein of my ow and further that these statements were made with the kno both, under Section 1001 of Title 18 of the United States C issued thereon.	wledge that willful false statements and the like	so made are punishable by fine or imprisonmer
FULL NAME OF SOLE OR FIRST INVENTOR	INVENTOR'S SIGNATURE	DATE ,
R bin T. CASTELL	Adria & Contra	9/28/2000
RESIDENCE	1 Joseph C. Committee Comm	CITIZENSHIP
6703 River Mill Drive, Spring, Texas, 77379		U.S.A.
POST OFFICE ADDRESS		
SAME AS ABOVE		
FULL NAME OF SECOND JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE / /
William Caldwell CROSSWY	Win Coldude Cion	9/27/00
RESIDENCE	CAN TO COLOR	CITIZENSHIP
2 South Regent Oak, The Woodlands, Texas	s, 77381	U.S.A
POST OFFICE ADDRESS	<del></del>	
CAME AS ADOVE		

application:





#### **UNITED STATES DEPARTMENT OF COMMERCE** Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

FEBRUARY 12, 2001

| UO 2 - 27100

CONLEY, ROSE & TAYON, P.C. JONATHAN M. HARRIS P.O. BOX 3267 HOUSTON, TEXAS 77253-3267

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FEB 1 9 2001

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/29/2000

REEL/FRAME: 011302/0701

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

CASTELL, ROBIN T.

DOC DATE: 09/28/2000

ASSIGNOR:

CROSSWY, WILLIAM C.

DOC DATE: 09/27/2000

ASSIGNEE:

COMPAQ COMPUTER CORPORATION 20555 STATE HIGHWAY 249 HOUSTON, TEXAS 77070-2698

SERIAL NUMBER: 09675619

PATENT NUMBER:

FILING DATE: 09/29/2000

ISSUE DATE:

JEEVON JONES, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

				.662-27100 (P00-2945)	
FORM PTO-1595	12-0	7-2000	U.S. DEPAR	U.S. DEPARTMENT OF COMMERCE	
9/29/00			rı	atent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks.	101	542731	, thereof.	1.519	
Name of conveying party(ies):		2. Name and address of rec	ceiving party(ies):	675 29	
Robin T. CASTELL     William C. CROSSWY		Name: Compaq Comput		09/2	
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒	No	Internal Address:	5 State Highway 249	<u> </u>	
		City Houston State	e <u>TX</u> ZIP <u>7</u>	7070-2698	
		Additional name(s) & addre	ess(es) attached? Yes	No No	
3. Nature of Conveyance:  Assignment  Merger  Security Agreement  Change of Name  Other		9/1	1075619		
Execution Date: 1. September <u>28</u> , 2000 2. Septemb	oer <u>2 7,</u> 2000		·		
<ol> <li>Application number(s) or patent number(s):</li> <li>If this document is being filed together with a new application</li> </ol>	on, the execution d	late of this application is: 1. S	September <u>28,</u> 2000	2. September <u>27,</u> 2000	
A. Patent Application No.(s) Additi	B. Pate	nt No.(s) ched? Yes No			
Name and address of party to whom correspondence concerning document should be mailed:  Name: Jonathan M. Harris  Internal Address: Conley, Rose & Tayon, P.C.		6. Total number of applica	tions and patents involved:		
Street Address: P.O. Box 3267			=	등 경	
City Houston State TX ZIP 77253-3267			e charged to deposit account	ECEIVED	
<u> </u>		Deposit account number     (Attach a duplicate copy of	r. 03-2630 of this page if paying by depor	sit account)	
	DO NOT USE	THIS SPACE			
9. Statement and Signature.	- · · · ·				

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

September 29, 2000 Date

Total number of pages comprising cover sheet:

Michael F. Heim Name of Person Signing Reg. No. 32,702

OMB No. 0651-011 (exp.4/94)

### **ASSIGNMENT**

WHEREAS, We, Robin T. CASTELL and William Caldwell CROSSWY, are joint inventors of "A STANDARDIZED RF MODULE INSERT FOR A PORTABLE ELECTRONIC PROCESSING DEVICE", application for United States Letters Patent which is executed of even date herewith; and

WHEREAS, COMPAQ COMPUTER CORPORATION, a corporation created and existing under and by virtue of the laws of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention throughout the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over to COMPAQ COMPUTER CORPORATION, all right, title and interest in and to the said invention throughout the world, and said application for U.S. Letters Patent, and any and all divisions, continuations, and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by COMPAQ COMPUTER CORPORATION for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, and reissues thereof, to COMPAQ COMPUTER CORPORATION, as assignee of our entire interest, and hereby covenant that we have the full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith.

And we further hereby covenant and agree that we will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to COMPAQ COMPUTER CORPORATION, its successors, assigns, or other legal representatives and that if COMPAQ COMPUTER CORPORATION, its successors, assigns or other legal representatives shall desire to file any divisional or continuation applications or to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional or continuation application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

And we do further covenant and agree that we will, at any time upon request, communicate to COMPAQ COMPUTER CORPORATION, its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

EXECUTED THIS 28 day of September, 2000.

Robin T. CASTELL

STATE OF TEXAS COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared Robin T. CASTELL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public in and for the State of Texas

EXECUTED THIS Z7 day of September, 2000.

William Caldwell CROSSWY

STATE OF TEXAS SCOUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared William Caldwell CROSSWY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN INDER MY HAND and seal of office this 1/2 day of September, 2000.

Notary Public in and for the State of Texas

Page 2 of 2

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APR 1 2 2002/

Chief Information Officer Washington, DC 20231 www.uspto.gov



## CONLEY, ROSE & TAYON-HOU

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/16/2002

REEL/FRAME: 012553/0262

NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

COMPAQ COMPUTER CORPORATION

DOC DATE: 06/20/2001

ASSIGNEE:

COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P. 20555 STATE HIGHWAY 249 HOUSTON, TEXAS 77070

SERIAL NUMBER: 09675619

PATENT NUMBER:

FILING DATE: 09/29/2000

ISSUE DATE:

PAULA MCCRAY, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS



(Rev. 03/01)			U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office		
OMB No. 0651-0027 (exp. 5/31/2002)	101979256				
Tab settings	nts and Trademarks:	Please record the attached	original documents or copy thereof		
Name of conveying party(ies):	and mademans.		s of receiving party(ies)		
Compaq Computer Corporation			formation Technologies Group, L.P.		
		Name;			
	0.02	Internal Address:			
Additional name(s) of conveying party(ies) attached					
3. Nature of conveyance:					
🛂 Assignment 🖳 Mo	erger		20555 State IV 1 2 240		
☐ Security Agreement ☐ C	nange of Name	Street Address: 20555 State Highway 249			
Other					
G3 00101		Houston	Curry Texas - 77070		
		City:	State: Texas Zip: 77070		
Execution Date: June 20, 2001		Additional name(s) & a	iddress(es) attached? 📮 Yes 🛂 No		
4. Application number(s) or patent number(s):					
If this document is being filed together with a new application, the execution date of the application is:					
A. Patent Application No.(s)		B. Patent No.(s)			
Additional numbers attached? 📮 Yes 🌠 No					
<ol><li>Name and address of party to whom concerning document should be maile</li></ol>	<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>		tents involved:		
Name: Jonathan M. Harris		7. Total fee (37 CFR	3.41)\$ <u>40.00</u>		
Internal Address: CONLEY, ROSE & TAYON, P.C.		☐ Enclosed			
		Authorized to	be charged to deposit account		
		8. Deposit account n	umber:		
Street Address: P.O. Box 3267			·		
		03-2630 Compaq (	Computer Corporation		
City: Houston State: Texas	Zip: 77253-3267	(Attach duplicate copy	of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature.					
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.					
Michael F. Heim, Reg. No. 32,702	_ /	Uchail t. Olin	1006/26/01		
Name of Person Signing	<del></del>	Signature	Date		
Total number of	pages including cove	er sheet, attachments, and d	locuments: 7		

Mail documents to be recorded with required cover sheet information to: 09675619 Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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### ASSIGNMENT

THIS ASSIGNMENT AGREEMENT, is effective as of May 31, 2001, at 6:00 PM Eastern Daylight Savings Time, and is made by and between COMPAQ COMPUTER CORPORATION, a Delaware corporation having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignor"), and COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P., a Texas limited partnership having its principal place of business at 20555 SH 249, Houston, Texas 77070 (hereinafter referred to as "Assignee").

### WITNESSETH:

WHEREAS, Assignor has developed and is the owner of certain intellectual property, including patents and patent applications, copyrights, and other proprietary information ("Intellectual Property"), which it desires to assign to Assignee; and

WHEREAS, Assignor is the owner, by virtue of mergers, of Intellectual Property acquired from various third parties, including Digital Equipment Corporation, Tandem Computer Corporation, and others, but not including Microcom, Microcom International or Microcom Systems, Inc.; and

WHEREAS, Assignor is the assignee of existing and future developed Intellectual Property pursuant to agreements, including an Agreement to Share Costs and Risks of Intangible Property Development, and a License Agreement, both effective July 1, 2000 (collectively referred to as the "CCC/CCIG Agreements"), with Compaq Computer International GmbH, organized under the laws of Switzerland, with principal offices at Oberfeldstrasse 14, 8302 Kloten, Canton of Zurich ("CCIG"); and

WHEREAS, Assignee desires to acquire the existing Intellectual Property owned by

Assignor in exchange for a partnership interest in Assignee; and

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WHEREAS, Assignor desires to convey to and assign to Assignee the Intellectual Property it currently owns in exchange for a partnership interest in Assignee; and

WHEREAS, Assignee desires to contract with Assignor for services associated with development of strategic marketing plans and materials, product and process research and development, testing of products, and assistance in e-business solutions, and other general and administrative services related to research and development ("Services") in exchange for an ownership interest in any future Intellectual Property developed as a result of such Services; and

WHEREAS, Assignor desires to provide Services on a contract basis, and is willing to transfer ownership of any future Intellectual Property that is developed in the course of conducting such contract Services.

NOW, THEREFORE, in a tax free transaction pursuant to Section 721 of the Internal Revenue Code Section of 1986, as amended, in exchange for a partnership interest in Assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, assigns, conveys and transfers to Assignee, and its successors in interest, the entire rights, title and interest in and to Assignor's existing Intellectual Property, including: (1) all existing U.S. and foreign patents owned by Assignor; (2) all existing U.S. and foreign patent applications, both pending and ready to be filed with one or more patent offices; (3) any and all extensions, divisionals, substitutions, continuations, continuations-in-part, reissues and reexaminations of such patents and patent applications; (4) all copyrights and copyrightable works, whether registered or not; (5) all trade secrets, know-how, and other proprietary information related to the design, development, manufacture, marketing, use, and sale of information handling systems, including, but not limited to, digital computer systems, personal device assistants, microprocessors, operating system software, application software, networking systems and solutions, storage devices,

telecommunications systems and solutions, and related products, components, peripheral devices, and services that are produced, manufactured, distributed and sold by Assignor to third parties, except for application software used exclusively by Assignor in its business and that is not commercially distributed to Assignor's customers; and (6) all common law rights in adopted trademarks and service marks and domain names, and their associated goodwill, and further, when requested by Assignee, Assignor agrees to cooperate in the generation, execution and filing of any supporting documentation necessary to identify and record title in the transferred Intellectual Property;

AND, for the same consideration, Assignor, assigns, and transfers to Assignee all Intellectual Property and other related rights and obligations acquired by Assignor from Compaq Computer International GmbH pursuant to CCC/CCIG Agreements effective July 1, 2000;

AND, for the same consideration, Assignor, assigns, transfers and conveys to Assignee and its successors in interest, all claims, demands, and causes of action, both at law and in equity, that Assignor may have or subsequently acquire, arising from infringement or misappropriation of Assignor's existing Intellectual Property prior to the date of this Agreement, and further Assignor transfers and assigns to Assignee and its successors in interest the right to sue and collect for all past and future acts of infringement and misappropriation, without recompense to Assignor;

AND, Assignor warrants that it has good and valid title to the Intellectual Property transferred herein, and shall, upon request by Assignee, execute all papers, make all oaths, testify on behalf of Assignee, provide such other material, information, and assistance as Assignee may request, and perform all other lawful acts necessary to effect the transfer of the rights enumerated in this Agreement, at Assignee's expense;

AND, Assignee, in consideration of the foregoing assignments and transfers, hereby transfers to Assignor a partnership interest in Assignee, and its successors and assigns, granting Assignor a percentage interest in Assignee, which may be assigned or transferred by Assignor without any restriction as it deems fit subject to the Limited Partnership Agreement of Compaq Information Technologies, L.P.;

AND, Assignee hereby warrants that it has rightful authority to transfer such partnership interest to Assignor, and Assignee has obtained prior written consent of all Partners of Assignee who have agreed to such transfer to Assignor;

AND, Assignee hereby agrees to compensate Assignor for Services pursuant to the terms of a Contract R&D Agreement dated May 31, 2001;

AND, Assignor, in consideration of the payment for Services, agrees to assign, transfer and convey all right, title and interest to any future Intellectual property developed in the course of performing the Services.

This Assignment Agreement will be executed in multiple copies, each of which shall for all purposes constitute an agreement, binding on the parties, and each party hereby covenants and agrees to execute all duplicates or replacement counterparts of this Agreement as may be required.

This Assignment Agreement shall be governed by and construed in accordance with the law of the State of Texas, United States of America, without regard to the conflict of laws principles thereof. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the Texas State and federal courts, and the parties consent to the personal and exclusive jurisdiction and venue of these courts. This Assignment Agreement constitutes the entire understanding of the parties as to the subject matter hereof and supercedes and replaces all prior contemporaneous agreements, written or oral, regarding such subject matter. There are no

promises, covenants, or undertakings other than those set forth herein.

IN WITNESS THEREOF, the undersigned, being duly authorized and acting on behalf of the parties, does hereby execute this Agreement effective as of May 31, 2001.

### COMPAQ COMPUTER CORPORATION

Ben K. Wells

Vice President and Treasurer

STATE OF TEXAS

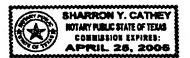
§

**COUNTY OF HARRIS** 

§

Before me, the undersigned notary public, on this day personally appeared Bew K. Wells, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of COMPAQ COMPUTER CORPORATION, and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this 20 day of June, 2001.



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### COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P.

By: \_\_\_\_\_\_ Luch & Cluwer

Linda S. Auwers
Vice President and Secretary
CPQ HOLDINGS, INC., General Partner

State of Texas

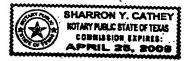
§

County of Harris

§

Before me, the undersigned notary public, on this day personally appeared Land S: Auwens, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of COMPAQ INFORMATION TECHNOLOGIES GROUP, L.P., and that he has executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

Given under my hand and seal of office this 20 day of 5une, 2001.



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